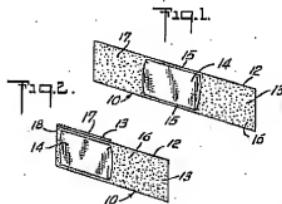


REMARKS

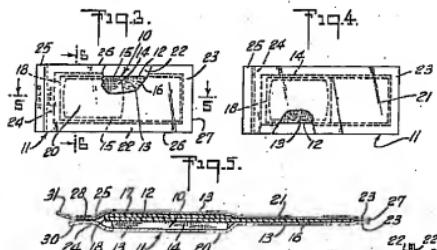
By this amendment, claims 11, 16 and 28 have been amended and new claims 45 and 46 have been added, leaving claims 11, 12, 15-17, 20, 21, 27, 28, and 43-48 are pending in this application, and the same are presented for consideration by the Examiner.

Claims 11, 12, 15-17, 20-21 and 27-28 stand rejected under 35 U.S.C. 102(b) over Zackheim, U.S. Patent No. 2,969,144. However, for the following reasons, Applicant believes the subject claims distinguish over this reference.

Zackheim resides in an adhesive bandage wherein "just prior to packaging, the adhesive bandage 10, shown in Figure 1...has one of its tape end sections...reversely folded...as shown in Figure 2 (Zackheim, 1:70-2:6; see below).

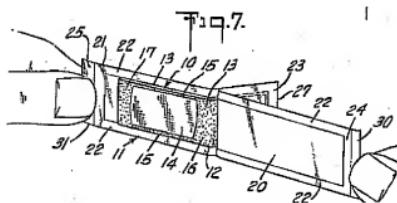


Zackheim's reverse-folded bandage is then packaged in two wrapper sheets 20, 21, as best seen in Figures 3-5:



In the operation of the Zackheim device:

"the two tabs 30 and 31 at the ends of the wrapper sheets 20 and 21 are grasped in the fingers of the two hands and pulled apart to break the end seal 28, and the tabs are continued to be pulled lengthwise of the freed sections of the wrapper sheets to break the side seals 26 progressively and to separate the wrapper sheets. After the wrapper sheet 20 has been pulled away from the pad 14, to which it is not attached (since it has no adhesive connected thereto) and as soon as this sheet starts to be pulled from the adhesive face of the tape end section 16, the resulting pull on the adhesive tape 12, 13 is equalized, so that the wrappers not only continue to separate with the progressive breaking of the side seals 26 but start peeling away from the tape end sections 16 and 17 and causing the folded back tape end section 17 to unfold, as shown in Fig. 7. This operation continues until one or the other of the wrapper sheets 20 and 21 has been entirely removed from the adhesive bandage 10." (Zackheim, 4:32-50)



Applicant's article and method as claimed clearly distinguish over Zackheim. As set forth in Applicant's claim 11 prior to the amendment submitted herewith, "one of sheets is in direct contact with the entire adhesive on the patient-contacting surface until that sheet is removed." This is not true with Zackheim due to Zackheim's purportedly novel use of a partially folded bandage. With such a structure, one of sheets is in direct contact with a portion of the adhesive on the patient-contacting surface until that sheet is removed, and *the other sheet* is in direct contact with the remaining portion of the adhesive on the patient-contacting surface. Applicant has added to word "only" to claim 11 to further emphasize this distinction.

The amendment to claim 28 is similar, in that Applicant claims a bandage construction consisting of ... two removable packaging sheets, one on either side of the bandage portion, such that only one of the sheets acts as a release layer to expose the adhesive for use. Clearly this is different from the article of Zackheim.

Independent method claim 27 also overcomes Zackheim since it includes the step of removing one of the first and second removable sheets to expose the *entire* patient-contacting front surface. When one of Zackheim's sheets are removed, a portion of the patient-contacting front surface intentionally remains unexposed.

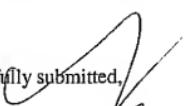
Claims 43 and 44 stand rejected under 35 U.S.C. 103(a) over Zackheim in view of Paxa. However, since claim 43 is dependent upon claim 16 and claim 44 is dependent upon claim 28, and since Applicant submits that *prima facie* anticipation has not been established with respect to the parent claims, *prima facie* obviousness has been obviated as well. Additionally, however, Applicant believes that teaches away from tapering in favor of rectangular structures. with rectangular structures, the reverse folding defines "two contiguous overlapping panels" (Zackheim, 3:2-3). Tapering would defeat Zackheim's desire for contiguous overlapping.

Based upon the forgoing amendments and comments, Applicant believes the claims pending are in condition for allowance. Questions regarding this application may be directed to the undersigned by phone, FAX, or email.

Respectfully submitted,

By:

Date: June 18, 2009


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